

APPLICATION FOR PERMIT

I have examined this application
as required by SEPA and find that
it is: ☐ not an "action" ☒ categorically exempt

TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

RECEIVED

SEP 22 1993

DEPT. OF ECOLOGY

WASHINGTON STATE
DEPARTMENT OF
ECOLOGY9/24/93
DATE\$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION
Sheila Baker
SIGNATURE

(GRAY BOXES FOR OFFICE USE ONLY)

APPLICATION NO.	W.R.I.A.	COUNTY	PRIORITY DATE	TIME	ACCEPTED
9/27317	15	Kittitas	9/22/93	8:45	SLB
APPLICANT'S NAME - PLEASE PRINT			Bus. Tel. 206 697-7005		
Canyon Creek Water System			Home Tel. 206 842-0514		
Diane Winters, manager			Other Tel.		
ADDRESS (STREET)	(CITY)	(STATE)	(ZIP CODE)		
PO Box 4472	Rolling Bay	Wa	98061		
DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION					

1. SOURCE OF SUPPLY	
IF SURFACE WATER	IF GROUND WATER
SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE)	SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.)
TRIBUTARY	Well
	SIZE AND DEPTH
	6" 138'

2. USE	
USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.)	
Domestic Supply	
ENTER QUANTITY OF WATER REQUESTED USING UNITS OF:	CUBIC FEET PER SECOND (CFS) OR GALLONS PER MINUTE (GPM) ACRE FEET PER YEAR
	15
Multiple domestic supply - year round as needed	
TIMES DURING YEAR WATER WILL BE REQUIRED	
Continuously	

IF IRRIGATION, NUMBER OF ACRES	IF DOMESTIC USE, NUMBER OF UNITS BY TYPE, E.G. 1-HOME, 1-MOBILE HOME, 2-CAMPSITES, ETC.	IF MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY
	10 Homes	
DATE PROJECT WAS OR WILL BE STARTED	DATE PROJECT WAS OR WILL BE COMPLETED	

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL					
3A. IF IN PLATTED PROPERTY					
LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)	SECTION	TOWN	RANGE
		# 4039	25	26N	1E
ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION					

3B. IF NOT IN PLATTED PROPERTY				
ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER				
ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.				

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	COUNTY
SW 1/4 NE 1/4	25	26	1E	

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED, IF NOT, INSERT NAME & ADDRESS OF OWNER
Well/Land is jointly owned by Homeowners Association

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED
ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.

LOT A & B of short plat #5815

WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

partly owned by water Assoc

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)

☐ YES

☐ NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

6.

DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

SEE Attached Documents

REMARKS

7.

8.

COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977.

YES ☐

NO ☐

2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY.

YES ☐

NO ☐

3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION.

YES ☐

NO ☐

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

LEGAL LANDOWNERS NAME (PLEASE PRINT)

APPLICANT'S SIGNATURE

Diane Winters

manager for Canyon Creek Water System.

LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARATMENT OF ECOLOGY

SS.

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before, 19.

Witness my hand this, day of, 19.

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2350
1350

Planning

PUD

SHORT SUBDIVISION APPLICATION
(Pursuant to Ordinance No. 53-1975)
KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
ADMINISTRATION BUILDING
614 DIVISION STREET
PORT ORCHARD, WASHINGTON

FILED FOR RECORD

REQ. OF Malcolm B. Campbell
1986 APR -1 AM 8:45SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY e

NOTE: Application shall consist of three (3) application forms, three (3) copies of a drawing as described in the attached guidelines and an application fee in the amount of \$155.00 (\$50.00 additional fee if P.U.D.)

DATE RECEIVED: 10/31/85 BY: PD FEE PAID: 285 APPLICATION NO: 4039

1. NAME AND ADDRESS OF APPLICANT: Kanusko c/o Malcolm Campbell

19660 Highway #305, Poulsbo, WA 98370 PHONE: 779-2249
(Applicant must be owner of record or contract purchaser)

Agents Name: Sam Clarke Jr. Phone Number: 598-3536

2. ASSESSOR'S ACCOUNT NUMBER(s) (of property to be subdivided): 252601-1-018-2004

3. Legal description of total property to be subdivided (attach additional sheets if necessary): Por. SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 25, T26N, R1E, W.M., K.C. desc. as follows: Beg. S.E. cor. SW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$; thence W. 165'; thence N250' to N'erly right of way State Hwy 21-A; thence N 0038' E. 222.0' to TPOB; thence N 89°42' E 233.0'; thence S. 0038' W 246.8'; thence S 86°10' E. 120.0; thence S. 0038' W. 230', more or less, to S. line of said SW $\frac{1}{4}$, NE $\frac{1}{4}$; thence E along said S. line to SE cor. thereof; thence N. along the E. line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ to NE cor. of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Sec., TWP, & Range; thence W. along the N. line of said SE $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ and its extension thereof to a point that bears N. 0038' W. to the TPOB; EXCEPT any por. thereof lying within that certain right of way conveyed to the St. of Wash. by deed recorded under Auditors File No. 542840.

4. General location of property: Corner of Highway #305 & Noll Road

Is your property on the salt water shorelines: No ?

Is your property wholly or in part covered by fresh water (lake, stream, or pond): Creek ?

5. Approximate size (acres): 8911

6. Zoning classification: RL R1e - 2.5 Acre

7. Proposed lot sizes (for lots smaller than one acre give square footage): A.

B. C. D.

Attach legal descriptions of proposed parcels (legal descriptions must include reference to easements for ingress and/or egress for all proposed parcels not having street frontage).

8. Proposed source of water (check appropriate box):

- ☐ (a) Individual well on each lot
☐ (b) Public system - Class I and II - Larger system, such as North Perry, Manchester, Annapolis, etc.
(If applicable, state name of district or system and attach letter of intent)
☒ (c) Public system - Class IV - a system where a well on the property will serve the proposed lots. For example, 1 well serving four lots
☐ (d) Other (describe)

9. Proposed method of sewerage disposal (state name of sewer district if applicable)

Septic

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Malcolm Campbell
(Signature of Applicant)
Sylvia L. Campbell

STATE OF WASHINGTON }
COUNTY OF KITSAP }

On this 3rd day of October, 1985, before me the undersigned
a Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared Sylvia L. Campbell & Malcolm Campbell to me known to be the individuals
described in and who executed the within and foregoing instrument, and acknowledged
that they signed the same as their
free and voluntary act and deed, for the uses and purposes therein mentioned, and on
oath stated that he was authorized to execute said instrument.

Sharon Shader
Notary Public in and for the State of
Washington, residing at: Suquamish

TREASURER'S CERTIFICATION:

I, Sharon Shader, Treasurer of Kitsap County,
Washington, hereby certify that all current taxes and delinquent assessments
pertaining to the above described property have been duly paid, satisfied, or
discharged.

252601-1-018-2004

Sharon Shader
Kitsap County Treasurer
by W. Morningred, Deputy
3-28-86
Date

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REEL370FR1977

Declaration
of
Covenants, Conditions and Restrictions
on
Canyon Creek
A Planned Unit Development

Canyon Creek, a joint tenance in Washington, with Malcolm Campbell as owner/developer, (hereinafter "the Developer") of certain real property (hereinafter "the Property") situated in Kitsap County, Washington, a legal description of which is attached hereto as Exhibit One, and by this reference incorporated herein, does hereby establish the following covenants, conditions and restrictions (hereinafter "Protective Covenants") on the Property on the following terms:

1. Effective Date. The provisions hereof shall become effective upon the occurrence of the last of the following events:

- a. Subdivision of the Property into one or more lots (hereinafter the "Lot" or "Lots") pursuant to a planned unit development approved by Kitsap County, Washington; and
- b. Recordation of this Declaration at the office of the Kitsap County Auditor; and,
- c. Sale of a Lot by the Developer.

2. Scope. All lots are and shall be held, transferred, sold, conveyed and occupied subject to these Protective Covenants, all of which shall run with the land and be binding upon all of the present and future owners of the Property and all persons claiming by, through or under them including without limitation any purchasers, grantees, transferees, tenants, heirs, devisees, administrators, executors, successors, or assigns, as hereinafter set forth.

3. Architectural Committee.

a. There shall be an architectural Committee which shall consist of two individual members. The initial members shall be Samuel J. Clarke Jr. and Malcolm Campbell. Subject to the provisions of sub-paragraph 3.b, below, in the event of the resignation, death or incapacity of either of the initial members, the Developer shall appoint successor members.

b. Upon sale of the last Lot by the Developer or Developer's resignation, the Homeowners Association shall have the authority to remove and appoint members.

c. The architectural Committee shall have the following authority and responsibilities:

1.) Approval or disapproval of all improvements or alterations to the Property for which approval is necessary hereunder;

2.) The granting of variances from the Protective Covenants with respect to improvements and alterations where it finds that unnecessary hardship and practical difficulties exist in strict compliance therewith and that the same may be varied without violence to the general purpose and intent of the Protective Covenants: such variances shall be subject, however, to such conditions as the Architectural Committee may reasonably attach in aid of such general purpose and intent and for the protection of

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other Lots on the Property;

3.) The mediation of any matters which may arise with respect to alleged violations of any of the Protective Covenants.

4.) If an Owner violates a Protective Covenant, notifying the Owner and, if such violation continues, taking such action as may be permitted by law, including seeking injunctive relief, damages, and costs and attorneys' fees.

The architectural Committee's approval or disapproval of any improvements or alterations shall be in writing and, in the instance of a variance or disapproval, state the reasons therefor. Upon a failure of the Architectural Committee to approve or disapprove within sixty (60) days of the submission of plans and specifications to it, approval will not be required. All requests, plans and specifications shall be delivered to 19660 Highway #305, Poulsbo, 98310, or at such other address as the Architectural Committee by notice to the Owners at the time of such change of address shall have indicated.

4. Homeowners Association. There shall be a Homeowners Association formed when two (2) of the Four (4) lots are sold, which shall govern the property in accordance with the By Laws of Canyon Creek.

5. Easements. The undersigned, for and in consideration of the mutual benefits to be derived therefrom, do hereby agree to covenant and convey to Puget Sound Power Company, United Telephone Company, Inc., and any public or private company or water utility district, their heirs, successors and assigns, an easement over, under, along and across the easement areas that may be required to furnish electric power, telephone communications, gas, television cable, and water to the Canyon Creek tracts or any portion thereof, by underground cables or pipes. The conveyance includes a grant to said Public Utility District and Telephone Company, and private or public utility companies and water districts, their successors and assigns of:

a. The rights of ingress or egress over, under, along and across said easement areas for purposes of repair, maintenance, replacement, and upkeep of said electrical, telephone, gas, television cable and water lines;

b. The right to cut trees, brush, undergrowth and foliage, beyond the easement area which, in the absolute discretion of said Companies, might menace, endanger, or cause damage to said line.

All of said easements created herein are pertinent to and for the benefit of the present and future owners and contract purchasers of the above described property or any portion thereof, their heirs, successors and assigns, and together with any and all restrictions, reservations or designations, by or in favor of the declarant or its successors and or assigns, are here by declared to be covenants running with the land.

6. Family Residence Limitation. Except as otherwise provided in the planned unit development approval, no part of the Property shall be used for other than single family residence purposes. For this purpose, a single family shall consist of the immediate kindred made up of the Owner (or if a Lot is rented or leased, the tenant) and spouse, their parents, grandparents, children and spouses thereof, and their grandchildren and the spouses and children thereof. Minimum house size shall be 800 square feet,

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exclusive of basement.

7. Improvements - Plan Approval. No structure or other improvement or alterations shall be commenced until accurate plans therefor shall have been approved by the Architectural Committee having regard to workmanship and materials, harmony of exterior design, location with respect to topographies and surface grade and compliance with other provisions of this Declaration and with Kitsap County ordinances.

8. Improvements - Density. No Portion of any Lot shall be owner-used or occupied except as a part of a residential site.

9. Improvements - General Building Character and Bulk. Only one (1) detached family dwelling shall be constructed or maintained on each Lot. All dwellings and garages shall be of permanent type of construction, as distinguished from that characteristic of portable buildings or mobile homes or house trailers whether or not in any way converted for greater permanency.

10. Maintenance and Use - Storage, Parking. No portion of the Property shall be used in whole or part for storage of anything which will cause the same to appear unclean, disorderly or untidy. Except that any part of the open space that may be designated specifically for storage may be used by Property Owners, in accordance with majority vote of the homeowners. If a recreational vehicle, including but not exclusively, motor homes and boats are stored on a lot, they shall be screened by fencing or evergreen plantings.

11. Maintenance and Use - Animals. No animals shall be kept or permitted on any lot except for household pets limited to three dogs and three cats per Lot, and 10 (ten) pet birds, rabbits, and similar shall animals, and in such a way as to not unreasonably interfere with the use and enjoyment of any other land therein. There shall be no commercial raising, breeding or dealing in animals conducted on, or from, any residential site. Each owner shall control such animals so that their presence does not disturb other Owners. Except that, designated areas of the open space may be used for additional animals, including those for commercial raising, if approved by a majority of the homeowners.

13. Improvements - Surface Grade. The natural surface grade or elevation of the Lots shall not be materially altered or changed without prior approval of the Architectural Committee, nor in any manner which would substantially affect the relationship of such Lot to those lots nearby, or result in material obstruction to the view therefrom, or otherwise produce an effect out of harmony with the general development.

14. Improvements - Landscaping and Trees. The owner may remove such existing trees, shrubs and foliage necessary to approved building, having regard to preservation of as much of the natural beauty, trees, shrub and plants as possible. Notwithstanding the foregoing, any tree, which in the written opinion of a qualified forester, is a danger to its surroundings, must be removed by the Owner at his expense.

15. Drainage. No owner shall change or interfere with the natural

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drainage of any part of the property without the prior written approval of the Architectural Committee.

16. Recreational Vehicles. The use of recreational vehicles, including but not limited to motorcycles, shall be restricted to use on the roads in Canyon Creek and other public roads.

17. Exterior Lighting. All exterior lighting on private grounds shall be "low level" and shielded so that light source is not directly visible from adjoining areas or public ways.

18. Improvements - Wiring and Utilities Underground. All outside wiring shall be underground, or in conduit at all points adjacent to a building or wall. All utilities supplied otherwise than by wire shall be entirely underground.

19. Improvements - Prosecution of Work. All improvement work, whether according to plans requiring the approval of the Architectural Committee or otherwise shall, once conspicuously commenced, be completed as to its exterior within one year.

20. Maintenance and Use - Nuisances, Generally. Nothing shall be done, suffered to be done, or maintained anywhere on the Property which is, or threatens to become, a significant annoyance or nuisance to the neighborhood, including without limitation, barking of dogs and noise of internal combustion engines.

21. Maintenance and Use - Litter, Garbage, Junk, Compost and Burning. The property shall be maintained in a clean and sightly condition, at all times free of litter, junk containers, trash, refuse, dead or fallen trees, dead or unsightly underbrush, and accumulation of building materials and equipment, inoperable cars, trucks -- having regard both to the appearance presented thereby and danger of fire and other hazards to health; provided, however, the the reasonable storage of materials and equipment on a building site, during construction and necessary thereto, shall be allowed. All refuse shall be kept in sanitary containers which shall be concealed from view and regularly emptied. There shall be no open burning except by Fire Department permit and subject to the conditions thereof. Garbage and rubbish shall be regularly and promptly removed, such disposal to be handled so that no garbage can or other receptacle will be visible from any place outside the premises.

22. Common Areas - General. The basic use of the open space is to remain natural, except that by majority vote the owners may designate areas for gardening, additional trails, landscaping, animals, storage, and other uses compatible with the basic intent and consistent with mutual enjoyment. These decisions will be made a part of the records of the architectural committee. Maintenance is common Owner responsibility, except that if the Homeowners Association gives a family permission to use an area for a special purpose, the maintenance of that area will be the responsibility of the using homeowner or homeowners.

23. Easement Roads. Two easement roads have been designated on the Canyon Creek Plat, to serve all of the lots, and will be developed to county

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standards by the developer. Maintenance is the responsibility of the Owners and each Owner shall share equally in the cost thereof. Decisions on requirements for maintenance and the arrangement shall be the responsibility of the architectural committee. These agreements are subject to easement and maintenance agreements with contiguous landowners external to Plat.

24. Well. An exting well has been designated on the Canyon Creek Plat to serve all of the lots, and will be completed by the developer sufficiently to serve all four lots and up to five additional lots, providing such additional lots on a Canyon Creek long plat are approved by the County. Maintenance thereafter shall be the responsibility of the owners, and each owner shall share equally in the cost thereof. Decisions on requirements for the maintenance shall be the responsibility of the architectural committee.

25. Common Areas - Walking Paths. A scheme of paths in the common space has been shown on the Plat. Additional paths may be designated by the Architectural Committee. Construction and maintenance of such paths are prerogative and expense of the Homeowners Association.

26. Greenbelt. The 25' and 40' greenbelt areas shall be left in its natural state, no structures of any kind shall be built on these areas.

27. Maintenance and Use - Signs, Billboards. Except as provided below, no signs, billboards, or advertising structure shall be located, placed or maintained in the Planned Unit Development. There may be placed on each lot one (1) sign indicating the name of the residents of the lot and not exceeding in size six (6) inches by three (3) feet. There may be placed on each lot two (2) signs indicating that such lot is for sale. Any sign on the Property in violation hereof may be removed from the Property by the Architectural Committee.

28. Enforcement. If the parties hereto, or any of them, or their heirs or assigns shall violate, or attempt to violate any of the covenants herein, any Owner may prosecute by any proceedings at law, or in equity, against any person or persons, violating or attempting to violate any such covenants and to prevent him or them, from doing so and to recover damages or other relief for such violations, including costs, and reasonable attorneys fees incurred in such action.

29. Enforcement - Abatement of Violations. After notice to the Owner from the Architectural Committee to cease from or otherwise correct a violation of any provision of this Declaration, and his failure to do so within a time specified in such notice, such authority may go upon the Property and abate the same and thereafter charge the cost of such abatement to the Owner, which charge shall be a lien against the Lot owned by such Owner. Such lien may be foreclosed in the same manner as a mechanic's or materialman's lien as provided in R.C.W. 60.04.010 et. seq. as it may be amended.

30. Notices. Unless otherwise provided herein, any notice required to be sent to any member or Owner under the provisions of this Declaration

shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as the Owner of record in Kitsap County.

31. Partial Invalidity. The invalidation by any court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions.

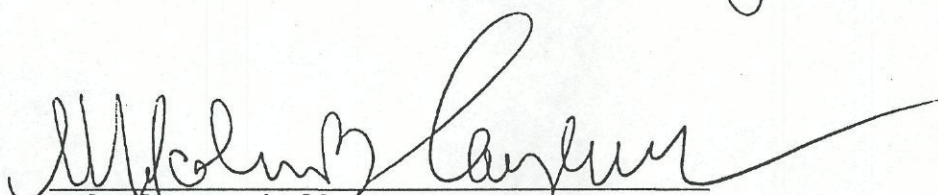
32. Termination, Modification. The foregoing Protective Covenants shall constitute a servitude upon all of the Property conveyed by the Developer, its successors or assigns, to any grantee, and shall run with the land and the binding successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through, or under them.

33. Responsibility. The Developer shall not be responsible or liable for compliance or noncompliance with or enforcement of the Protective Covenants.

34. Duration. These covenants are to run with the land and shall be binding on parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

35. Effect of Municipal Ordinances. Police, fire, and other public safety ordinances of Kitsap County having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

DATED this 18th day of February, 1986.


Malcolm Campbell

Samuel Sebedovich - by Malcolm B. Campbell, atty in fact
Martha Sebedovich - by Malcolm B. Campbell, atty in fact
Bridan J. Lesack - by Malcolm B. Campbell, atty in fact
Anne Lesack - by Malcolm B. Campbell, atty in fact
Sylvia L. Campbell - by Malcolm B. Campbell, atty in fact

DECLARATION OF COVENANT

Know all men by these presents that I (we) the undersigned owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we), the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Kitsap County:

A portion of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 25, Township 26 N. , Range 1 East, W.M.,
more particularly described on attached Exhibit A.

on which the grantor(s) owns and operates a well and water works supplying water for public use located on said real estate, to wit: On designated open space commonly
owned by the four lot owners of short plat #4039, Exhibit B.

and grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) land which might contaminate said water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said lane of the grantor(s) and within 100 () feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS _____ hand this 23rd day of January, 1986
Bowden J. Lesack by Malcolm B. Campbell atty in fact (Seal)
Anne Lesack by Malcolm B. Campbell atty in fact
Sam Lebedovich by Malcolm B. Campbell atty in fact
Martha Lebedovich by Malcolm B. Campbell atty in fact Sylvia L. Campbell (Seal)
 Grantor(s)

STATE OF WASHINGTON

County of Kitsap

ss.



On this 23 day of January, 1986, before me personally appeared Malcolm B. Campbell, who executed the within instrument as Attorney in Fact for Bowden J. Lesack * and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed as attorney in fact for Bowden J. Lesack * for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Bowden J. Lesack * is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.

(Seal) * Anne Lesack
Sam Lebedovich
Martha Lebedovich

Samuel Clark
 (Signature)

Notary Public in and for the State of Washington, residing at Suquamish

8604010065

Kitsap
County



DEPARTMENT OF PUBLIC WORKS

KITSAP COUNTY COURTHOUSE • 614 DIVISION STREET • PORT ORCHARD, WA . 98366
telephone (206) 876-7121

JOHN A. SWANSON, P.E., DIRECTOR

ENGINEERING DIVISION 876-7121
PAUL A. DOUR P. E., COUNTY ENGINEER
ENZO LOOP, ASS'T. ENGINEER
J. A. SCHENCK, SUP'T.

WASTEWATER DIVISION 876-7124
L. E. VOGLTANZ SR., SUP'T.
R. W. CASTEEL, UTIL. ENGR.

MEMORANDUM

TO: Kathy Marcup - Short Plat Examiner
FROM: Joseph Clark - Hydraulics Division BS 12485
SUBJ: Short Plat #4039 (Kanusko c/o Campbell)
DATE: December 6, 1985

An inspection of short plat #4039 has been completed and a drainage plan will have to be submitted to this department for approval prior to any land clearing and/or construction.

:rq

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REEL 370 FR 1993

SHORT PLAT APPROVAL SHEET

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
ADMINISTRATION BUILDING
614 DIVISION STREET
PORT ORCHARD, WA 98366

RECEIVED

FEB 05 1986

APPLICATION NO. 4039
NAME Karusko & Campbell

DATE OF SUBMITTAL 10/31/85

BREMERTON/KITSAP COUNTY HEALTH DEPARTMENT:

DATE RECEIVED _____

Recommended Approval 2/4/86 (date)

Recommended Denial _____ (date)

Approval of short plat does not constitute approval of building sites on individual lots.

By: Alan Schmidt

Parcel A 0"-6" Sandy Topsoil 0"-36" ~~loamy~~ loamy Sand

Parcel B Existing residence

Parcel C 0"-6" Topsoil 6"-48" Sandy loam small gravel + Rock

Parcel D 0"-6" Topsoil 6"-42" Sandy loam

COMMENTS: All lot sizes meet minimum size requirements for soil type. Please make sure Declaration of covenants recorded.

COMMENTS: Individual parcels as building sites are dependent upon

building permit approval conforming to Health Department standards

KITSAP COUNTY ENGINEERING DEPARTMENT:

Received _____ (DATE) Denied _____ (DATE)

Approved 12-9-85 (DATE) By: J

COMMENTS: _____

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT:

Saltwater & Fresh Water Shoreline Review Comments: _____

_____ Date: _____ BY: _____

SEPA Review (freshwater) Comments: PROPOSED CONDITIONS SHOULD INCLUDE:

NO CLEARING OR LOGGING WITHIN 100 FT OF THE STREAM, NO CLEARING OF UNDERSTORY IN OPEN SPACE, ONLY MINIMAL CLEARING IN OPEN SPACE NO ACCESS OTHER THAN THROUGH OPEN SPACE BETWEEN PORTIONS OF LOT D

Rec/Health Dept. _____ (date) Rec/Engineering Dept. _____ (date)

COMMENTS: See memo dated 12/6/85 for drainage requirements.

Subject to Road Maintenance Agreement recorded under

AF #8405180092. Subject to all attached Covenants.

Above SEPA Review comments shall be conditions of approval

Approved: 3/7/86 (date) Denied: _____ (date)

8604010065

Note: Lot "D" shall be considered a single building site, regardless of configuration, until such time as a

By: John C. W. W.

Short Plat Administrator
Kitsap County Department
of Community Development